

PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

Insurance Requirement

ACCOUNTS PAYABLE WILL HOLD UP ALL CONTRACT PAYMENTS UNTIL ALL INSURANCE CERTIFICATES/POLICIES REQUIRED UNDER THE CONTRACT HAVE BEEN RECEIVED. CONTRACTORS SHOULD BE MADE AWARE OF THIS REQUIREMENT.

CHANGE ORDER #

STANDARD PO NUMBER

CONTRACT PO NUMBER 2896853

TYPE OF CONTRACT: (Check One)

☐ CONSTRUCTION/DEMOLITION ☐ LEASE ☐ DEED
☒ SERVICES CONTRACT

DEPARTMENT HEAD'S SIGNATURE

DEPARTMENT
HUMAN
RESOURCES

FUNDING SOURCE (Percent)

FEDERAL % STATE % CITY 100% OTHER %

DEPARTMENT CONTACT PERSON
JEREMIAH GROSS

PHONE NO.
313-224-9387

CONTRACTOR'S NAME: HEALTH DECISIONS, INC.

DATE PREPARED
10/23/2014

CONTRACTOR'S ADDRESS:

409 PLYMOUTH RD SUITE 220
PLYMOUTH, MI 48170

ENGINEER'S ESTIMATE ☐ CONTRACT ☒ CHANGE ☐

TOTAL CONTRACT AMOUNT \$131,800

TOTAL CPO AMOUNT \$131,800

CHANGE AMOUNT \$

PHONE NO. 734-451-2230

☒ CORPORATION ☐ PARTNERSHIP ☐ INDIVIDUAL

FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 31-2686266

MINORITY FIRM ☐ YES ☒ NO

PURPOSE OF CONTRACT: TO PROVIDE A MEDICAL CLAIMS AUDIT

CHARGE ACCOUNT: - 1000 - 280530-000000-617900-00108-000000-00000

TIME & DATE IN

APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER

TIME & DATE IN

REQUESTING DEPARTMENT

AUTHORIZED DEPARTMENT REPRESENTATIVE

BUDGET

☒ RECOMMEND APPROVAL
☒ RECOMMEND DENIAL

BUDGET DIRECTOR OR DEPUTY

GRANT MANAGEMENT SECTION

☐ RECOMMEND APPROVAL
☐ RECOMMEND DENIAL

GRANT ACCOUNTANT

FINANCE DEPARTMENT

☒ RECOMMEND APPROVAL
☐ RECOMMEND DENIAL

FINANCE DIRECTOR OR DEPUTY

LAW DEPARTMENT

☒ RECOMMEND APPROVAL
☐ RECOMMEND DENIAL

CORPORATION COUNSEL

PURCHASING DIVISION

PURCHASING DIRECTOR

Detroit City Council
Legislative Policy Division

TO: Purchasing Division Staff
FROM: David Teeter
DATE: November 26, 2014

RE: **PURCHASING ITEMS APPROVED BY THE CITY COUNCIL**

There were no contracts approved on November 18, 2014, that were Reconsidered

*The following contracts and purchase orders were reported to the City Council, by the Standing Committee, at the Regular Session of November 25, 2014 and **APPROVED.***

Reported by the Budget, Finance and Audit Committee:

86996 Denise L. Moore (QOL Funded) \$55,000 FINANCE/Grants Mgmt.
Submitted in the List and Referred Nov. 18, 2014; Approved by Chief Financial Officer.

86997 Aisha Taylor (QOL Funded) \$57,200 FINANCE/Grants Mgmt.
Submitted in the List and Referred Nov. 18, 2014; Approved by Chief Financial Officer.

Reported by the Internal Operations Committee:

86998 Leslie Howard Ellison \$35,712 GENERAL SERVICE
Submitted in the List and Referred Nov. 5, 2014.

2900390 Alta Equipment (4 mo. Rental) \$34,500 GENERAL SERVICE
Submitted in the List and Referred Nov. 12, 2014; Approved with ***WAIVER.***

2877416,Extend. Computech Corp. (temp.staffing) + \$935,000 to \$1,685,000 HUM. RESOURCE
Submitted in the List and Referred Nov. 12, 2014; Amend. twice; Approved with ***WAIVER.***

2877420,Extend. FutureNet Goup (temp.staffing) + \$935,000 to \$1,685,000 HUM. RESOURCE
Submitted in the List and Referred Nov. 12, 2014; Amended; Approved with ***WAIVER.***

2877577,Extend. Premier Staffing (temp.staffing) + \$935,000 to \$1,685,000 HUM. RESOURCE
Submitted in the List and Referred Nov. 12, 2014; Amended; Approved with ***WAIVER.***

2754725,Amend Governmental Consultant Services + \$360,000 to \$2,816,000 LAW
Submitted in the List and Referred Nov. 18, 2014; Approved with ***WAIVER.***

2865980,Renew All Type Truck & Trailer Repair + \$0 to \$156,800 GENERAL SERVICE
Submitted in the List and Referred November 18, 2014; Approved with ***WAIVER.***

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of November 25, 2014

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*The following contracts and purchase orders were reported to the City Council, by the Standing Committee, at the Regular Session of November 25, 2014 and **APPROVED.***

Reported by the Internal Operations Committee: - continued

2900588	Alta Equipment	\$150,000	GENERAL SERVICE
Submitted in the List and Referred November 18, 2014; Approved with <i>WAIVER.</i>			
2896853	Health Decision	\$131,800	HUMAN RESOURCE
Submitted in the List for Nov. 25, 2014; Moved to New Business and Approved.			
87021	Tyrone Butler (liaison tween City and 3 rd Party Admin.)	\$40,000	LAW
Submitted in the List for Nov. 25, 2014; Moved to New Business and Approved.			
87022	Sean Tate (misdemeanor & ordinance prosec.)	\$52,320	LAW
Submitted in the List for Nov. 25, 2014; Moved to New Business and Approved.			
87012	Nyasia Valdez (Castaneda-Lopez)	\$1,000	CITY COUNCIL
Submitted in the List for Nov. 25, 2014; Place on Consent Agenda; Approved with <i>WAIVER.</i>			
87027	Derrick Hale II (Cushingberry)	\$1,980	CITY COUNCIL
Submitted in the List for Nov. 25, 2014; Place on Consent Agenda; Approved with <i>WAIVER.</i>			
87028	Sidney Bass III (Cushingberry)	\$1,980	CITY COUNCIL
Submitted in the List for Nov. 25, 2014; Place on Consent Agenda; Approved with <i>WAIVER.</i>			
87033	Montez Miller (Jones)	\$36,080	CITY COUNCIL
Submitted in the List for Nov. 25, 2014; Place on Consent Agenda; Approved with <i>WAIVER.</i>			

Reported by the Neighborhood and Community Services Committee:

2898978	New Life City Community (Operate Evans Rec. Center)	\$0.00	RECREATION
Submitted in the List and Referred Nov. 12, 2014; Approved with <i>WAIVER.</i>			
87031	Lanita Griffin (Coca Cola Troops)	\$2,400	RECREATION
Submitted in the List for Nov. 25, 2014; Moved to New Business and Approved with <i>WAIVER.</i>			

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of November 25, 2014

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*The following contracts and purchase orders were reported to the City Council, by the Standing Committee, at the Regular Session of November 25, 2014 and **APPROVED.***

Reported by the Planning and Economic Development Committee:

2881158,Amend National Consulting Services + \$108,000 to \$324,000 PLAN & DEVELOPMT
Submitted in the List and Referred November 18, 2014.

2900808 Local Initiatives Support Corporation \$6,600,000 PLANNING & DEVELOPMT
Submitted in the List and Referred November 18, 2014.

Reported by the Public Health and Safety Committee:

2899138 QOE Consulting \$205,626 AIRPORT
Submitted in the List and Referred Nov. 5,2014; Approved with ***WAIVER.***

2900015 Jorgensen Ford (QOL Funded) \$1,650,000 POLICE
Submitted in the List and Referred November 12, 2014.

2876243,Amend. HNTB Michigan + \$46,897.11 to \$1,618,203.45 PUBLIC WORKS
Submitted in the List and Referred November 12, 2014.

2899139 3M Company \$150,550.79 PUBLIC WORKS
Submitted in the List and Referred November 12, 2014.

2900264 Suburban Ford of Waterford (10 Ford pick-ups) \$320,829 PUBLIC WORKS
Submitted in the List and Referred November 12, 2014.

2900455 Red Holman GM Truck (6 Yukon Trucks) \$291,268 POLICE
Submitted in the List and Referred November 18, 2014; Approved with ***WAIVER.***

2869879,Renew Pick-up & Run Auto Recovery + \$0 to \$116,650 MUNIC.PARKING
Submitted in the List and Referred November 18, 2014.

2897616 The Realty Company (3yr. Lease, 7800 Dix) \$360,000 POLICE
Submitted in the List and Referred November 18, 2014; Approved with ***WAIVER.***

2897127 Detroit Building Authority \$9,683,569.22 MUNICIPAL PARKING
Submitted in the List and Referred November 18, 2014; Approved with ***WAIVER.***

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
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*The following contracts and purchase orders were reported to the City Council, by the Standing Committee, at the Regular Session of November 25, 2014 and **APPROVED.***

Reported by the Public Health and Safety Committee: - continued

87014	Clarence White (Hearing Officer)	\$20,000	BUILD.SAFE.ENG.& ENV.
Submitted in the List for November 25, 2014; Moved to New Business and Approved.			
87013	Derek Segars (Plan Examiner for Fire Safety Equipt.)	\$60,000	FIRE
Submitted in the List for November 25, 2014; Moved to New Business and Approved.			
2897399	Odyssey Enterprise (Paratransit Transpt.)	\$190,976	TRANSPORTATION
Submitted in the List for November 25, 2014; Moved to New Business and Approved.			

*The following contracts were **REFERRED** on November 18, 2014 to the indicated Standing Committee for consideration and report to the City Council.*

Referred to Budget, Finance and Audit Committee

No Contracts Referred

Referred to Internal Operations Committee

No Contracts Referred

Referred to Neighborhood and Community Services Committee

No Contracts Referred

Referred to Planning and Economic Development Committee

No Contracts Referred

Referred to Public Health and Safety Committee

No Contracts Referred

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of November 25, 2014

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There are NO items that have been HELD for review, discussion or report to the Standing Committees.

5

City Council Contract Agenda Items Review Checklist

Reviewer: 

Date Received: 10/17/2014

Date: 10/17/2014

Department Human Resources

Division: Labor Relations

Dept Head/Contact Person: Jeremiah Gross Phone No.: 313-224-3874

Description: Medical Claims Audit

brief explanation of function or need of the goods/services

Contract No.: 2896853 PO Type: CPO Est. Value: \$ 131,800.

Contract Term (if applicable): 10/01/2014 to 10/01/2015

Funding: City 100% State % Federal % Other: %

(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: Health Decisions, Inc.

Required Date: 10/01/2014

1. The business being awarded is NEW. If a renewal, provide justification for renewal: _____

2. Was the product or service competitively bid? ☒ Yes ☐ No

Attach Copy of Bid Tabulation/Evaluation score sheets as needed

If the answer to #2 is "NO" explain why there was no competition: _____

3. Was a Co-Operative Agreement Considered? ☐ Yes ☒ No Co-Operative Name: _____

If answer to #3 is "No" explain why a Co-Op was not considered: Medical claims to be audited are claims from the City of Detroit. These claims are HIPAA protected.

4. Were savings achieved?

☐ Yes Amount \$ _____

☒ No

5. Does this agreement represent an increase? NO

☐ Variance in unit price only (Current unit price \$0.00 Proposed Unit Price \$0.00)

☐ Change in amount/volume of the good or service to be used. _____.

6. Does the supplier currently provide other goods and services to the City? ☐ Yes ☒ No

If yes please list: _____

7. Is this good/service used by other departments? ☐ Yes ☒ No

If "yes" can this Req/PAR be combined other department requirements? ☐ Yes ☐ No

8. Is this a service that can be performed by City employees? ☐ Yes ☒ No

Is this a service that City employees can be trained to do? ☐ Yes ☒ No

NOTES: Buyer:

a. Excluded Parties List / Supplier Award Management Website Reviewed? Yes ☒ No ☐

☐

PLACE ON CITY COUNCIL AGENDA

☐

REJECT AND NOTIFY DEPARTMENT DIRECTOR:

SIGNED: _____

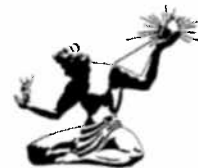
(Department)




DATE: 10-17-14

INFORMATION PROVIDED BY: Jeremiah Gross

TITLE: Benefits Supervisor

PHONE: (313) 224-3874



CRITERIA	HEALTH DECISIONS	HMS	CLAIM TECHNOLOGIES, INC.
PHASE I CRITERIA - PRIME AGREEMENT OR ECONOMIC DEVELOPMENT			
Technology/Resources (25pts)			
Archiving/Back -up data	x	x	x
Industry Technology Systems	x	x	x
Procedures/Protocols to ensure Compliance	x	x	x
Supplier Score	25	25	25
Process (20 Pts)			
Business Relationships	x	x	x
Audit Process Plan	x	x	0
Administrative Process	x	x	x
Customer Service Process	x	x	x
Supplier Score	20	20	13.4
Cost Proposal - (15 Pts)			
Supplier Cost	\$115,000	\$97,108	\$73,300
Pharmacy Cost	\$12,000	\$38,308	\$7,875
Onsite Cost	\$4,800	\$0	\$0
Travel Cost	\$0	8,500 (5 ppl)	\$0
Total Cost	\$131,800	\$143,916	\$81,875
Supplier Score	15	10	5
References (5 Pts)			
Number of similar engagements	3+	3+	3+
Years of Experience	25	20	24
Supplier Score	5	5	5
Oral Presentation (Meet/Exceeded/Do not meet Expectations)			
PHASE II CRITERIA - PRIME AGREEMENT OR ECONOMIC DEVELOPMENT (15 pts)			
Met Expectations	Met Expectations	Did not meet Expectations	
Detroit Headquartered business (10 pts max)	0	0	0
Detroit based business (5 pts max)	0	0	0
Max Phase Two not to exceed (15 pts)			
PHASE III CRITERIA - ECONOMIC DEVELOPMENT & AGREEMENT PERFORMANCE OF PRIME AND SUBCONTRACTORS (20 pts)			
Detroit Headquartered business (15pts max)	0	0	0
Detroit based business (5 pts max)	0	0	0
Max Phase Two not to exceed (20 pts)			
Supplier Total Score	65	60	48
EVALUATION SCORING			
1	TECH/RESOURCES	PROCESS	COST PROPOSAL
2	25.0	20.0	15.0
3	16.7	13.4	10.0
	8.4	6.8	5.0
NOTE:			
Each Supplier was given 5pts because they all had a relationship with BCBCM			
Citi's price was much lower because they did not respond to the RFP properly. Refer to page B2 of the Proposal, they only want to do an Audit and 16 hours of recovery.			
Evaluation Team Members			
  			
REF./SIMILAR ENGAGEMENTS			
			5.0
			3.4
			1.8



REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: HR Labor relations

E-MAIL ADDRESS: _____

CONTACT NAME: Yolanda GainesPHONE: 313-224-4612FAX: 313-628-1160

Type of Clearance:

☐ New☒ Renewal (Please submit 30 days prior to submitting bid or expiration date)

A. To:
City of Detroit
Income Tax Division
Coleman A. Young Municipal Center
2 Woodward Avenue, Ste. 512
Detroit, MI 48226

Phone: (313) 224-3328 or 224-3329
Fax: (313) 224-4588

For:
Individual or
Company Name

Address

City

State

Telephone

Zip Code

Fax #

E-Mail Address

HealthDecisions, Inc409 Plymouth RdSuite 220PlymouthMI48170734 451 2230734 451 2835

B. Name of Chief Financial Officer/Authorized Contact Person
(include address if different from above)

Judy L. Mardizian CEO

Employer Identification or Social Security Number

Telephone #

Fax #

Spouse Social Security Number

SAMESAMENA

Nature of Contract:

Self funded claim Audit

BID/CONTRACT AMOUNT (if known):

Labor: \$131,800 Material: \$

Contract # (if known)

2896853

C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE

Check One: ☐ Individual☒ Corporation☐ Partnership☐ Estate & Trust

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4

- Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above) ☐ Yes ☐ No
- Are you a student, and/or claimed as a dependent on someone else's tax return? ☐ Yes ☐ No
- Were you employed during the last seven (7) years? ☐ Yes ☐ No
- Were you a resident of Detroit during the last seven (7) years? ☐ Yes ☐ No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7

- Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4). ☐ Yes ☒ No
- Will the company have employees working in Detroit? ☐ Yes ☒ No
- Will the company use sub-contractors or independent contractors in Detroit? ☐ Yes ☒ No

D

FOR INCOME TAX USE ONLY

Has the contractor complied with the City of Detroit's Income Tax Ordinance?

☒ Yes☐ No

Signature

LUCKETTA JENNINGS

Date

OCT 15 2014

Expires

OCT 15 2015☐ Yes☐ No

Signature

Date

Expires

☐ Yes☐ No

Signature

Date

Expires

To check the status of a clearance, please call (313) 224-3328 or (313) 224-3329
VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT www.ci.detroit.mi.us

NOTE: An approved Income Tax Certificate may be used in multiple city wide departments that require a bid.

PURCHASING DIVISION VENDOR CLEARANCE REQUEST

Purchasing
Y. Carine
224 46
10/6/1

Submit to: Revenue Collections
Purchasing Vendor
1012 Coleman A. Young Municipal Center
Detroit, MI 48226
(313) 224 - 1849 (Telephone)
(313) 224 - 4238 (Fax)

Nature of Contract
Contract Amount

self funded claim audit Contract # 2896853
\$131,800

Business Type: ☒ Corp () Partnership () Sole Proprietorship () Personal Services

Business Name

Health Decisions Inc

Business Address

409 Plymouth Rd #220 Plymouth, MI 48170

Ward/Item #

F.I.D. NO.

38-2686266

City Personal Property I.D. #

NA

Owner(s) Name

Owner(s) SS#

Contact Person

Judy Mardigian

Phone Number

734-451-2230

Fax Number

Owner(s) Home Address

() Lease () Own

Please do not write below this line for department use only.

Real Property

Special Assessment

Personal Property

Other Receivable

() Denied

() Denied

() Denied

() Denied

() Approved

() Approved

() Approved

() Approved

Comments:

REVENUE COLLECTIONS

APPROVED

CONTRACT CLEARANCES

Please mail, fax or drop off this Vendor Request Form to the Revenue Collection Unit at the address indicated above. You will be responsible for keeping the clearance and submitting a photocopy to Purchasing with your bid package.

OCT 7 2014

Date

JAN 15 2015

Expiration Date

REVISED 7-12-2012
COVENANT OF EQUAL OPPORTUNITY
(Application for Clearance – Terms Enforced After Contract is Awarded)

I, being duly authorized representative of the Health Decisions Inc. (hereinafter "Contractor"), am hereby authorized to enter into a Covenant of Equal Opportunity, (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his/her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression; except as otherwise exempted under City Code, Ordinance No. 27-2-12.

Contractor will ensure that the City of Detroit Human Rights Department shall receive notification of all potential sub-contractors and a copy of their Covenant prior to the commencement of work on any City of Detroit contract. Contractor further agrees that the City of Detroit reserves the right to require additional information prior to, during, and at any time after the Covenant is fully executed.

Furthermore, Contractor agrees that this Covenant is valid for the life of the contract and/or for a specified period of time as indicated below and that a breach of this Covenant shall be deemed a material breach of contract and be subject to damages pursuant to City Code, Ordinance No. 27-3-2, Section (e).

RFQ / PO No.: (if applicable) Contract # 2896853

Duration of Covenant 10/1/14 – 10/1/15

Printed Name of Contractor/Organization Health Decisions Inc.
(Type or Print Legibly)

Contractor Address: Plymouth, MI, 48170
(City) (State) (Zip)

Contractor Phone/E-mail 734 452230

Printed Name & Title of Authorized Representative Judy Mardigian, CEO

Signature of Authorized Representative *Judy Mardigian*

Date 10/2/14

*** This document **MUST** be notarized ***

Signature of Notary: *Elizabeth E. Adams*

Printed Name of Seal of Notary: Elizabeth E. Adams

My Commission Expires: 9 / 22 / 18



ELIZABETH E ADAMS
Notary Public, State of Michigan
County of Wayne
My Commission Expires Sep. 22, 2018
Acting in the County of _____

FOR CONTRACTING DEPARTMENT USE ONLY:

Date Rec'd: ___/___/___

Received by: _____ Title: _____

Please fax a copy of the notarized Covenant and Award Letter to the Human Rights Department (313) 224-3434



CERTIFICATE OF LIABILITY INSURANCE

HEALT-2

OP ID: ML

DATE (MM/DD/YYYY)

11/12/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Caviston Agency, Inc.
884 S Main St.
Plymouth, MI 48170
Ronald Fisher

CONTACT NAME: Ronald Fisher

PHONE (A/C No. Ext): 734-455-8120

FAX (A/C No.): 734-455-8144

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Frankenmuth Mutual

13988

INSURER B: Michigan Insurance Group

10867

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED Health Decisions, Inc.
409 Plymouth Rd. Ste.220
Plymouth, MI 48170

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	BURN VOID	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			BOP1943448	12/01/2014	12/01/2015	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Business Owners						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMPOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			BA 1943448	12/01/2014	12/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> Hired AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
B	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY			WCJ0006234	03/15/2014	03/15/2015	WC STATUTORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in MI)						OTH-ER \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
							PROPERTY 70,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

INSURED INSURED	INSURED
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE 	



INSURER: FRANKENMUTH MUTUAL INSURANCE COMPANY

NAMED INSURED
HEALTH DECISIONS INCPOLICY NO.
BOP1943448POLICY TERM
12/01/2014 to 12/01/2015AGENT NO.
0210605

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Additional Insured -- Designated
Person Or Organization**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
CITY OF DETROIT 2 WOODWARD AVE RM 332 DETROIT, MI 48226-3474
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph C. **Who Is An Insured** in **Section II -- Liability**:

- Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

Hiring Policy Compliance Affidavit

I, Judy Mardigian, being duly sworn, state that I am the CEO

Title of Health Decisions, Inc
Name of Bidder Corporation or Other Business Entity

and that I have reviewed the hiring policies of this employer. I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

SIGNED,

Judy Mardigian
Title: CEO Date: 10/2/14

STATE OF Michigan)
) SS
COUNTY OF Wayne)

The foregoing Affidavit was acknowledged before me the 2 day of Oct., 20 14,
by Elizabeth E. Adams.

Notary Public, County of Wayne

State of Michigan

My commission expires: 9/22/18



ELIZABETH E ADAMS
Notary Public, State of Michigan
County of Wayne
My Commission Expires Sep. 22, 2018
Acting in the County of _____

APPLICATION FOR EMPLOYMENT

(PRE-EMPLOYMENT QUESTIONNAIRE) (AN EQUAL OPPORTUNITY EMPLOYER)

PERSONAL INFORMATION

				DATE _____	
NAME				SOCIAL SECURITY NUMBER	
LAST	FIRST	MIDDLE			
PRESENT ADDRESS					
STREET		CITY		STATE	ZIP
PERMANENT ADDRESS					
STREET		CITY		STATE	ZIP
PHONE NO.		ARE YOU 18 YEARS OR OLDER Yes <input type="checkbox"/> No <input type="checkbox"/>			

LAST

FIRST

MIDDLE

SPECIAL QUESTIONS

DO NOT ANSWER **ANY** OF THE QUESTIONS IN THIS FRAMED AREA UNLESS THE EMPLOYER HAS **CHECKED A BOX PRECEDING** A QUESTION, THEREBY INDICATING THAT THE INFORMATION IS REQUIRED FOR A BONA FIDE OCCUPATIONAL QUALIFICATION, OR DICTATED BY NATIONAL SECURITY LAWS, OR IS NEEDED FOR OTHER LEGALLY PERMISSIBLE REASONS.

- ☐ Height _____ feet _____ inches ☐ Are you prevented from lawfully becoming employed in the U.S.? Yes ___ No ___
- ☐ Weight _____ lbs. ☐ Date of Birth* _____
- ☐ What Foreign Languages do you speak fluently? _____ Read _____ Write _____

*The Age Discrimination in Employment Act of 1967 prohibits discrimination on the basis of age with respect to individuals who are at least 40 but less than 70 years of age.

**You will not be denied employment solely because of a conviction record, unless the offense is related to the job for which you have applied.

EMPLOYMENT DESIRED

POSITION	DATE YOU CAN START	SALARY DESIRED
ARE YOU EMPLOYED NOW?		IF SO MAY WE INQUIRE OF YOUR PRESENT EMPLOYER?
EVER APPLIED TO THIS COMPANY BEFORE?	WHERE?	WHEN?

EDUCATION	NAME AND LOCATION OF SCHOOL	*NO. OF YEARS ATTENDED	*DID YOU GRADUATE?	SUBJECTS STUDIED
GRAMMAR SCHOOL				
HIGH SCHOOL				
COLLEGE				
TRADE, BUSINESS OR CORRESPONDENCE SCHOOL				

*The Age Discrimination in Employment Act of 1967 prohibits discrimination on the basis of age with respect to individuals who are at least 40 but less than 70 years of age.

GENERAL

SUBJECTS OF SPECIAL STUDY OR RESEARCH WORK

U.S. MILITARY OR NAVAL SERVICE

RANK

PRESENT MEMBERSHIP IN NATIONAL GUARD OR RESERVES

FORMER EMPLOYERS (LIST BELOW LAST FOUR EMPLOYERS, STARTING WITH LAST ONE FIRST).

DATE MONTH AND YEAR	NAME AND ADDRESS OF EMPLOYER	SALARY	POSITION	REASON FOR LEAVING
FROM TO				
FROM TO				
FROM TO				
FROM TO				

REFERENCES: GIVE THE NAMES OF THREE PERSONS NOT RELATED TO YOU, WHOM YOU HAVE KNOWN AT LEAST ONE YEAR.

NAME	ADDRESS	BUSINESS	YEARS ACQUAINTED
1			
2			
3			

PHYSICAL RECORD:

DO YOU HAVE ANY PHYSICAL LIMITATIONS THAT PRECLUDE YOU FROM PERFORMING ANY WORK FOR WHICH YOU ARE BEING CONSIDERED? ☐ Yes ☐ No
 IF YES, WHAT CAN BE DONE TO ACCOMMODATE YOUR LIMITATION? _____

PLEASE DESCRIBE: _____

IN CASE OF
EMERGENCY NOTIFY

NAME

ADDRESS

PHONE NO

"I CERTIFY THAT THE FACTS CONTAINED IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND UNDERSTAND THAT, IF EMPLOYED, FALSIFIED STATEMENTS ON THIS APPLICATION SHALL BE GROUNDS FOR DISMISSAL. I AUTHORIZE INVESTIGATION OF ALL STATEMENTS CONTAINED HEREIN AND THE REFERENCES LISTED ABOVE TO GIVE YOU ANY AND ALL INFORMATION CONCERNING MY PREVIOUS EMPLOYMENT AND ANY PERTINENT INFORMATION THEY MAY HAVE, PERSONAL OR OTHERWISE, AND RELEASE ALL PARTIES FROM ALL LIABILITY FOR ANY DAMAGE THAT MAY RESULT FROM FURNISHING SAME TO YOU.

I UNDERSTAND AND AGREE THAT, IF HIRED, MY EMPLOYMENT IS FOR NO DEFINITE PERIOD AND MAY, REGARDLESS OF THE DATE OF PAYMENT OF MY WAGES AND SALARY, BE TERMINATED AT ANY TIME WITHOUT ANY PRIOR NOTICE."

DATE

SIGNATURE

DO NOT WRITE BELOW THIS LINE

INTERVIEWED BY

DATE

HIRED: ☐ Yes ☐ No

POSITION

DEPT.

SALARY/WAGE

DATE REPORTING TO WORK

APPROVED: 1.

2.

3.

EMPLOYMENT MANAGER

DEPT. HEAD

GENERAL MANAGER

This form has been designed to strictly comply with State and Federal fair employment practice laws prohibiting employment discrimination. This Application for Employment Form is sold for general use throughout the United States. TOPS assumes no responsibility for the inclusion in said form of any questions which, when asked by the Employer of the Job Applicant, may violate State and/or Federal Law.

CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: Health Decisions Inc
2. Address of Contractor: 409 Plymouth Rd #220
Plymouth, MI 48170

3. Name of Predecessor Entities (if any): NA

4. Prior Affidavit submission? ☒ No ☐ Yes, on: _____
(Date of prior submission)

If "No", complete Items 5 and 6.

If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.

5. ☒ Contractor was established in 1986 (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

____ Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.

____ Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).

6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge. All documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

Judy Mardigian (Printed Name) CEO (Title)

[Signature] (Signature) 10/2/14 (Date)

Subscribed and sworn to before me
this 2 day of Oct., 2014

Elizabeth E. Adams
Notary Public, Wayne County, Michigan
My Commission expires: 9/22/18



ELIZABETH E ADAMS
Notary Public, State of Michigan
County of Wayne
My Commission Expires Sep. 22, 2018
Acting in the County of _____

SERVICES CONTRACT

BETWEEN

CITY OF DETROIT, MICHIGAN

AND

HEALTH DECISIONS, INC.

CONTRACT NO. 2896853

CONTRACT PROVISIONS

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**CITY OF DETROIT
SERVICES CONTRACT**

This Services Contract ("Contract") is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Benefits Department ("City"), and Health Decisions, Inc. a Michigan Corporation., with its principal place of business located at 409 Plymouth Road, Suite 220 Plymouth, MI 48170 ("Contractor").

Recitals:

Whereas, the City desires to engage the Contractor to render certain ("Services") as set forth in this Contract; and

Whereas, the Contractor desires to perform the Services as set forth in this Contract; and Accordingly, the parties agree as follows:

**Article 1.
Definitions**

1.01 The following words and expressions or pronouns used in their stead shall be construed as follows:

"Additional Services" shall mean any services in addition to the services set forth in Exhibit A that are related to fulfilling the objectives of this Contract and are agreed upon by the parties by written Amendment.

"Amendment" shall mean modifications or changes in this Contract that have been mutually agreed upon by the City and the Contractor in writing and approved by the City Council.

"Associates" shall mean the personnel, employees, consultants, subcontractors, agents, and parent company of the Contractor or of any Subcontractor, now existing or subsequently created, and their agents and employees, and any entities associated, affiliated, or subsidiary to the Contractor or to any subcontractor, now existing or subsequently created, and their agents and employees.

"City" shall mean the City of Detroit, a municipal corporation, acting through the office or department named in the Contract as contracting for the Services on behalf of the City.

"City Council" shall mean the legislative body of the City of Detroit.

"Contract" shall mean each of the various provisions and parts of this document, including all attached Exhibits and all Amendments, as executed and approved by the appropriate City departments or offices and by the City Council.

"Contractor" shall mean the party that contracts with the City by way of this Contract, whether an individual, sole proprietorship, partnership, corporation, or other form of business organization, and its heirs, successors, personnel, agents, employees, representatives, executors, administrators and assigns.

"Exhibit A" is the Scope of Services for this Contract and sets forth all pertinent data relating to performance of the Services.

"Exhibit B" is the Fee Schedule for this Contract and sets forth the amount of compensation to be paid to the Contractor, including any Reimbursable Expenses, and any applicable hourly rate information.

"Records" shall mean all books, ledgers, journals, accounts, documents, and other collected data in which information is kept regarding the performance of this Contract.

"Reimbursable Expenses" shall mean only those costs incurred by the Contractor in the performance of the Services, such as travel costs and document reproduction costs, that are identified in Exhibit B as reimbursable.

"Services" shall mean all work that is expressly set forth in Exhibit A, the Scope of Services, and all work expressly or impliedly required to be performed by the Contractor in order to achieve the objectives of this Contract.

"Subcontractor" shall mean any person, firm or corporation, other than employees of the Contractor, that contracts with the Contractor, directly or indirectly, to perform in part or assist the Contractor in achieving the objectives of this Contract.

"Technology" shall mean any and all computer-related components and systems, including but not limited to computer software, computer code, computer programs, computer hardware, embedded integrated circuits, computer memory and data storage systems, whether in the form of read-only memory chips, random access memory chips, CD-ROMs, floppy disks, magnetic tape, or some other form, and the data retained or stored in said computer memory and data storage systems.

"Unauthorized Acts" shall mean any acts by a City employee, agent or representative that are not set forth in this Contract and have not been approved by City Council as part of this Contract.

"Work Product" shall mean the originals, or copies when originals are unavailable, of all materials prepared by the Contractor under this Contract or in anticipation of this Contract, including but not limited to Technology, data, studies, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computations, papers, supplies, notes, recordings, and videotapes, whether such materials are reduced to writing, magnetically or optically stored, or kept in some other form.

Article 2.

Engagement of Contractor

- 2.01 By this Contract, the City engages the Contractor and the Contractor hereby agrees to faithfully and diligently perform the Services set forth in Exhibit A, in accordance with the terms and conditions contained in this Contract.
- 2.02 The Contractor shall perform in a satisfactory manner as shall be determined within the sole and reasonable discretion of the City. In the event that there shall be any dispute between the parties with regard to the extent, character and progress of the Services to be performed or the quality of performance under this Contract, the interpretation and determination of the City shall govern.
- 2.03 The Contractor shall confer as necessary and cooperate with the City in order that the Services may proceed in an efficient and satisfactory manner. The Services are deemed to include all conferences, consultations and public hearings or appearances deemed necessary by the City to ensure that the Contractor will be able to properly and fully perform the objectives as set forth in this Contract.

- 2.04 All Services are subject to review and approval of the City for completeness and fulfillment of the requirements of this Contract. Neither the City's review, approval nor payment for any of the Services shall be construed to operate as a waiver of any rights under this Contract, and the Contractor shall be and will remain liable in accordance with applicable law for all damages to the City caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.
- 2.05 The Services shall be performed as set forth in Exhibit A, or at such other locations as are deemed appropriate by the City and the Contractor for the proper performance of the Services.
- 2.06 The City and the Contractor expressly acknowledge their mutual understanding and agreement that there are no third party beneficiaries to this Contract and that this Contract shall not be construed to benefit any persons other than the City and the Contractor.
- 2.07 It is understood that this Contract is not an exclusive services contract, that during the term of this Contract the City may contract with other firms, and that the Contractor is free to render the same or similar services to other clients, provided the rendering of such services does not affect the Contractor's obligations to the City in any way.

Article 3.

Contractor's Representations and Warranties

- 3.01 To induce the City to enter into this Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the Services as set forth in this Contract, and that the execution of this Contract is within the Contractor's authorized powers and is not in contravention of federal, state or local law.
- 3.02 The Contractor makes the following representations and warranties as to any Technology it may provide under this Contract:
- (a) That all Technology provided to the City under this Contract shall perform according to the specifications and representations set forth in Exhibit A and according to any other specifications and representations, including any manuals, provided by the Contractor to the City;

- (b) That the Contractor shall correct all errors in the Technology provided under this Contract so that such technology will perform according to Contractor's published specifications;
- (c) That the Contractor has the full right and power to grant the City a license to use the Technology provided pursuant to this Contract;
- (d) That any Technology provided by Contractor under this Contract is free of any software, programs or routines, commonly known as "disabling code," that are designed to cause such Technology to be destroyed, damaged, or otherwise made inoperable in the course of the use of the Technology;
- (e) That any Technology containing computer code and provided under this Contract is free of any known or reasonably discoverable computer program, code or set of instructions, commonly known as a "computer virus," that is not designed to be a part of the Work Product and that, when inserted into the computer's memory: (i) duplicates all or part of itself without specific user instructions to do so, or (ii) erases, alters or renders unusable any Technology with or without specific user instructions to do so, or (iii) that provide unauthorized access to the Technology and
- (f) That all Technology shall be delivered new and in original manufacturer's packaging and shall be fully warranted for repair or replacement during the term of this Contract as amended or extended.
- (g) That any Technology that it is provided to the City shall:
 - (1) Accurately recognize and process all time and date data including, but not limited to, daylight savings time and leap year data, and
 - (2) Use accurate same-century, multi-century, and similar date value formulas in its calculations, and use date data interface values that accurately reflect the correct time, date and century.

Article 4.

Contract Effective Date and Time of Performance

- 4.01 This Contract shall be approved by the required City departments, approved by the City Council, and signed by the City's Purchasing Director. The effective date of this Contract shall be the date upon which the Contract has been authorized by resolution of the City Council. The term of this Contract shall terminate upon completion of the task.
- 4.02 Prior to the approvals set forth in Section 4.01, the Contractor shall have no authority to begin work on this Contract. The Finance Director shall not authorize any payments to the Contractor, nor shall the City incur any liability to pay for any services rendered or to reimburse the Contractor for any expenditure, prior to such award and approvals.
- 4.03 The City and the Contractor agree that the commencement and duration of the Contractor's performance under this Contract shall be determined as set forth in Exhibit A.

Article 5.

Data To Be Furnished Contractor

- 5.01 Copies of all information, reports, records, and data as are existing, available, and deemed necessary by the City for the performance of the Services shall be furnished to the Contractor upon the Contractor's request. With the prior approval of the City, the Contractor will be permitted access to City offices during regular business hours to obtain any necessary data. In addition, the City will schedule appropriate conferences at convenient times with administrative personnel of the City for the purpose of gathering such data.

Article 6.

Contractor Personnel and Contract Administration

- 6.01 The Contractor represents that, at its own expense, it has obtained or will obtain all personnel and equipment required to perform the Services. It warrants that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to perform the services assigned. If requested, the Contractor shall supply a résumé of the managerial staff or consultants it proposes to assign to this Contract, as well as a dossier on the Contractor's activities and major undertakings.

- 6.02 The City may interview the Contractor's managerial staff and other employees assigned to this Contract. The Contractor shall not use any managerial staff or other employees to whom the City objects and shall replace in an expedient manner those rejected by the City. The Contractor shall not replace any of the personnel working on this Contract with new personnel without the prior written consent of the City.
- 6.03 When the City deems it reasonable to do so, it may assign qualified City employees or others to work with the Contractor to complete the Services. Nevertheless, it is expressly understood and agreed by the parties that the Contractor shall remain ultimately responsible for the proper completion of the Services.
- 6.04 The relationship of the Contractor to the City is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party or either party's agent, Subcontractor or employee as a result of the performance of this Contract. No relationship other than that of independent contractor shall be implied between the parties or between either party's agents, employees or Subcontractors. The Contractor agrees to indemnify, defend, and hold the City harmless against any claim based in whole or in part on an allegation that the Contractor or any of its Associates qualify as employees of the City, and any related costs or expenses, including but not limited to legal fees and defense costs.
- 6.05 The Contractor warrants and represents that all persons assigned to the performance of this Contract shall be regular employees or independent contractors of the Contractor, unless otherwise authorized by the City. The Contractor's employees' daily working hours while working in or about a City of Detroit facility shall be the same as those worked by City employees working in the facility, unless otherwise directed by the City.
- 6.06 The Contractor shall comply with and shall require its Associates to comply with all security regulations and procedures in effect on the City's premises.

Article 7.
Compensation

- 7.01 Compensation for Services provided shall not exceed the amount of \$131,800 Thousand and 00/100 Dollars, inclusive of expenses, and will be paid in the manner set forth in Exhibit B. Unless this Contract is amended pursuant to Article 16, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.
- 7.02 Payment for Services provided under this Contract is governed by the terms of Ordinance No. 42-98, entitled "Prompt Payment of Vendors," being Sections 18-5-71 through 18-5-79 of the 1984 Detroit City Code.

The City employee responsible for accepting performance under this Contract is:

Jeremiah Gross, Benefits Supervisor
City of Detroit - Human Resources Department
Benefits Administration Office
1026 Coleman A. Young Municipal Center
Detroit, Michigan 48226
Office: 313- 224-9387
Fax: 313- 224-4456
Email: JeremiahG@detroitmi.gov

The City employee from whom payment should be requested is:

Jeremiah Gross, Benefits Supervisor
City of Detroit - Human Resources Department
Benefits Administration Office
1026 Coleman A. Young Municipal Center
Detroit, Michigan 48226
Office: 313- 224-9387
Fax: 313- 224-4456
Email: JeremiahG@detroitmi.gov

Article 8.
Maintenance and Audit of Records

- 8.01 The Contractor shall maintain full and complete Records reflecting all of its operations related to this Contract. The Records shall be kept in accordance with generally accepted accounting principles and maintained for a minimum of three (3) years after the Contract completion date.
- 8.02 The City and any government-grantor agency providing funding under this Contract shall have the right at any time without notice to examine and audit all Records and other supporting data of the Contractor as the City or any agency deems necessary.
- (a) The Contractor shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The City and any government-grantor agency providing funds for the Contract shall have this right of inspection. The Contractor shall provide copies of all Records to the City or to any such government-grantor agency upon request.
 - (b) If in the course of such inspection the representative of the City or of another government-grantor agency should note any deficiencies in the performance of the Contractor's agreed upon performance or record-keeping practices, such deficiencies will be reported to the Contractor in writing. The Contractor agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.
 - (c) Any costs disallowed as a result of an audit of the Records shall be repaid to the City by the Contractor within thirty (30) days of notification or may be set off by the City against any funds due and owing the Contractor, provided, however, that the Contractor shall remain liable for any disallowed costs exceeding the amount of the setoff.
 - (d) Each party shall pay its own audit costs. However, if the dollar amount of the total disallowed costs, if any, exceeds three percent (3%) of the dollar amount of this Contract, the Contractor shall pay the City's audit costs.

- (e) Nothing contained in this Contract shall be construed or permitted to operate as any restriction upon the powers granted to the Auditor General by the City Charter, including but not limited to the powers to audit all accounts chargeable against the City and to settle disputed claims.

8.03 The Contractor agrees to include the covenants contained in Sections 8.01 and 8.02 in any contract it has with any Subcontractor, consultant or agent whose services will be charged directly or indirectly to the City for Services performed pursuant to this Contract.

Article 9.

Indemnity

9.01 The Contractor agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents by reason of any of the following occurring during the term of this Contract:

- (a) Any negligent or tortious act, error, or omission attributable in whole or in part to the Contractor or any of its Associates; and
- (b) Any failure by the Contractor or any of its Associates to perform their obligations, either express or implied, under this Contract; and
- (c) Any and all injury to the person or property of an employee of the City where such injury arises out of the Contractor's or any of its Associates performance of this Contract.

9.02 The Contractor shall examine all places where it will perform the Services in order to determine whether such places are safe for the performance of the Services. The Contractor undertakes and assumes all risk of dangerous conditions when not performing Services inside City offices. The Contractor also agrees to waive and release any claim or liability against the City for personal injury or property damage sustained by it or its Associates while performing under this Contract on premises that are not owned by the City.

- 9.03 In the event any action shall be brought against the City by reason of any claim covered under this Article 9, the Contractor, upon notice from the City, shall at its sole cost and expense defend the same.
- 9.04 The Contractor agrees that it is the Contractor's responsibility and not the responsibility of the City to safeguard the property that the Contractor or its Associates use while performing this Contract. Further, the Contractor agrees to hold the City harmless for any loss of such property used by any such person pursuant to the Contractor's performance under this Contract.
- 9.05 The indemnification obligation under this Article 9 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts or other employee benefit acts.
- 9.06 The Contractor agrees that this Article 9 shall apply to all claims, whether litigated or not, that may occur or arise between the Contractor or its Associates and the City and agrees to indemnify, defend and hold the City harmless against any such claims.

Article 10.

Insurance

- 10.01 During the term of this Contract, the Contractor shall maintain the following insurance, at a minimum and at its expense:

<u>TYPE</u>	<u>AMOUNT NOT LESS THAN</u>
(a) Workers' Compensation	Michigan Statutory minimum
(b) Employers' Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
(c) Commercial General Liability Insurance (Broad Form Comprehensive)	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate

- (d) Automobile Liability Insurance \$1,000,000.00 combined single limit
(covering all owned, hired and for bodily injury and property damage
personal and property protection
insurance, including residual
liability insurance under Michigan
no fault insurance law)

- 10.02 The commercial general liability insurance policy shall include an endorsement naming the "City of Detroit" as an additional insured. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Contract. The commercial general liability policy shall state that the Contractor's insurance is primary and not excess over any insurance already carried by the City of Detroit and shall provide blanket contractual liability insurance for all written contracts.
- 10.03 Each such policy shall contain the following cross-liability wording: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."
- 10.04 All insurance required by this Contract shall be written on an occurrence-based policy form, if the same is commercially available.
- 10.05 The Commercial General Liability policy shall be endorsed to have the general aggregate apply to the Services provided under this Contract only.
- 10.06 If during the term of this Contract changed conditions or other pertinent factors should, in the reasonable judgment of the City, render inadequate the insurance limits, the Contractor shall furnish on demand such additional coverage or types of coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by insurers licensed to conduct business in Michigan and are otherwise acceptable to the City.
- 10.07 All insurance policies shall name the Contractor as the insured and shall provide a commitment from the insurer that such policies shall not be canceled or reduced without

written notice to the City as required in the policy. Certificates of insurance evidencing the coverage required by this Article 10 shall, in a form acceptable to the City, be submitted to the City prior to the commencement of the Services and at least fifteen (15) days prior to the expiration dates of expiring policies.

10.08 If any work is subcontracted in connection with this Contract, the Contractor shall require each Subcontractor to effect and maintain the types and limits of insurance set forth in this Article 10 and shall require documentation of same, copies of which documentation shall be promptly furnished the City.

10.09 The Contractor shall be responsible for payment of all deductibles contained in any insurance required under this Contract. The provisions requiring the Contractor to carry the insurance required under this Article 10 shall not be construed in any manner as waiving or restricting the liability of the Contractor under this Contract.

Article 11. **Default and Termination**

11.01 This Contract shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience according to the provisions of this Article 11.

11.02 The City reserves the right to terminate this Contract for cause. Cause is an event of default.

(a) An event of default shall occur if there is a material breach of this Contract, and shall include the following:

(1) The Contractor fails to begin work in accordance with the terms of this Contract; or

(2) The Contractor, in the judgment of the City, is unnecessarily, unreasonably, or willfully delaying the performance and completion of the Work Product or Services; or

(3) The Contractor ceases to perform under the Contract; or

- (4) The City is of the opinion that the Services cannot be completed within the time provided and that the delay is attributable to conditions within the Contractor's control; or
 - (5) The Contractor, without just cause, reduces its work force on this Contract to a number that would be insufficient, in the judgment of the City, to complete the Services within a reasonable time, and the Contractor fails to sufficiently increase such work force when directed to do so by the City; or
 - (6) The Contractor assigns, transfers, conveys or otherwise disposes of this Contract in whole or in part without prior approval of the City; or
 - (7) Any City officer or employee acquires an interest in this Contract so as to create a conflict of interest; or
 - (8) The Contractor violates any of the provisions of this Contract, or disregards applicable laws, ordinances, permits, licenses, instructions or orders of the City; or
 - (9) The performance of the Contract, in the sole judgment of the City, is substandard, unprofessional, or faulty and not adequate to the demands of the task to be performed; or
 - (10) The Contractor fails in any of the agreements set forth in this Contract; or
 - (11) The Contractor ceases to conduct business in the normal course; or
 - (12) The Contractor admits its inability to pay its debts generally as they become due.
- (b) If the City finds an event of default has occurred, the City may issue a Notice of Termination for Cause setting forth the grounds for terminating the Contract. Upon receiving a Notice of Termination for Cause, the Contractor shall have ten (10) calendar days within which to cure such default. If the default is cured within said ten (10) day period, the right of termination for such default shall

cease. If the default is not cured to the satisfaction of the City, this Contract shall terminate on the thirtieth calendar day after the Contractor's receipt of the Notice of Termination for Cause; unless the City, in writing, gives the Contractor additional time to cure the default. If the default is not cured to the satisfaction of the City within the additional time allowed for cure, this Contract shall terminate for cause at the end of the extended cure period.

- (c) If, after issuing a Notice of Termination for Cause, the City determines that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued as a Notice of Termination for Convenience. Alternatively, in the City's discretion, the Notice of Termination for Cause may be withdrawn and the Contract, if terminated, may be reinstated.
- (d) The Contractor shall be liable to the City for any damages it sustains by virtue of the Contractor's breach or any reasonable costs the City might incur in enforcing or attempting to enforce this Contract. Such costs shall include reasonable fees and expenses for attorneys, expert witnesses and other consultants. However, if the Contractor makes a written offer prior to the initiation of litigation or arbitration, then the City shall not be entitled to such attorney fees unless the City declines the offer and obtains a verdict or judgment for an amount more than ten percent (10%) above the amount of the Contractor's last written offer prior to the initiation of litigation or arbitration. The City may withhold any payment(s) to the Contractor, in an amount not to exceed the amount claimed in good faith by the City to represent its damages, for the purpose of setoff until such time as the exact amount of damages due to the City from the Contractor is determined. It is expressly understood that the Contractor shall remain liable for any damages the City sustains in excess of any setoff.
- (e) The City's remedies outlined in this Article 11 shall be in addition to any and all other legal or equitable remedies permissible.

11.03 The City shall have the right to terminate this Contract at any time at its convenience by giving the Contractor five (5) business days written Notice of Termination for Convenience. As of the effective date of the termination, the City will be obligated to pay the Contractor the following: (a) the fees or commissions for Services completed and

accepted in accordance with Exhibit A in the amounts provided for in Exhibit B; (b) the fees for Services performed but not completed prior to the date of termination in accordance with Exhibit A in the amounts set forth in the Contractor's rate schedule as provided in Exhibit B; and (c) the Contractor's costs and expenses incurred prior to the date of the termination for items that are identified in Exhibit B. The amount due to the Contractor shall be reduced by payments already paid to the Contractor by the City. In no event shall the City pay the Contractor more than maximum price, if one is stated, of this Contract.

11.04 After receiving a Notice of Termination for Cause or Convenience and except as otherwise directed by the City, the Contractor shall:

- (a) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
- (b) Obligate no additional Contract funds for payroll costs and other costs beyond such date as the City shall specify, and place no further orders on subcontracts for material, services, or facilities, except as may be necessary for completion of such portion of the Services under this Contract as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the portion of the Services terminated pursuant to the Notice of Termination;
- (d) Preserve all Records and submit to the City such Records and reports as the City shall specify, and furnish to the City an inventory of all furnishings, equipment, and other property purchased for the Contract, if any, and carry out such directives as the City may issue concerning the safeguarding or disposition of files and property; and
- (e) Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract, and a list of all creditors, Subcontractors, lessors and other parties, if any, to whom the Contractor has become financially obligated pursuant to this Contract.

11.05 After termination of the Contract, each party shall have the duty to assist the other party in the orderly termination of this Contract and the transfer of all rights and duties arising

under the Contract, as may be necessary for the orderly, un-disrupted continuation of the business of each party.

Article 12.

Assignment

12.01 The Contractor shall not assign, transfer, convey or otherwise dispose of any interest whatsoever in this Contract without the prior written consent of the City; however, claims for money due or to become due to the Contractor may be assigned to a financial institution without such approval. Notice of any assignment to a financial institution or transfer of such claims of money due or to become due shall be furnished promptly to the City. If the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause stating that the right of the assignee to any monies due or to become due shall be subject to prior liens of all persons, firms, and corporations for Services rendered or materials supplied for the performance of the Services called for in this Contract.

Article 13.

Subcontracting

13.01 None of the Services covered by this Contract shall be subcontracted without the prior written approval of the City and, if required, any grantor agency. The City reserves the right to withhold approval of subcontracting such portions of the Services where the City determines that such subcontracting is not in the City's best interests.

13.02 Each subcontract entered into shall provide that the provisions of this Contract shall apply to the Subcontractor and its Associates in all respects. The Contractor agrees to bind each Subcontractor and each Subcontractor shall agree to be bound by the terms of the Contract insofar as applicable to the work or services performed by that Subcontractor.

13.02 The Contractor and the Subcontractor jointly and severally agree that no approval by the City of any proposed Subcontractor, nor any subcontract, nor anything in the Contract, shall create or be deemed to create any rights in favor of a Subcontractor and against the City, nor shall it be deemed or construed to impose upon the City any obligation, liability or duty to a Subcontractor, or to create any contractual relation whatsoever between a Subcontractor and the City.

13.04 The provisions contained in this Article 13 shall apply to subcontracting by a Subcontractor of any portion of the work or services included in an approved subcontract.

13.05 The Contractor agrees to indemnify, defend, and hold the City harmless against any claims initiated against the City pursuant to any subcontracts the Contractor enters into in performance of this Contract. The City's approval of any Subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Contract. The Contractor shall be solely responsible to the City for the acts or defaults of its Subcontractors and of each Subcontractor's Associates, each of whom shall for this purpose be deemed to be the agent or employee of the Contractor.

Article 14.

Conflict of Interest

14.01 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by it.

14.02 The Contractor further covenants that no officer, agent, or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.

14.03 The Contractor warrants (a) that it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and (b) that if this warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to the Contractor under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.

- 14.04 The Contractor covenants not to employ an employee of the City for a period of one (1) year after the date of termination of this Contract without written City approval.

Article 15.
Confidential Information

- 15.01 In order that the Contractor may effectively fulfill its covenants and obligations under this Contract, it may be necessary or desirable for the City to disclose confidential and proprietary information to the Contractor or its Associates pertaining to the City's past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor shall regard, and shall instruct its Associates to regard, all information gained as confidential and such information shall not be disclosed to any organization or individual without the prior consent of the City. The above obligation shall not apply to information already in the public domain or information required to be disclosed by a court order.
- 15.02 The Contractor agrees to take appropriate action with respect to its Associates to ensure that the foregoing obligations of non-use and non-disclosure of confidential information shall be fully satisfied.

Article 16.
Compliance With Laws

- 16.01 The Contractor shall comply with and shall require its Associates to comply with all applicable federal, state and local laws.
- 16.02 The Contractor shall hold the City harmless with respect to any damages arising from any violation of law by it or its Associates. The Contractor shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Contractor shall require as part of any subcontract that the Subcontractor comply with all applicable laws and regulations.

Article 17.
Amendments

- 17.01 The City may consider it in its best interest to change, modify or extend a covenant, term or condition of this Contract or require the Contractor to perform Additional Services that are not contained within the Scope of Services as set forth in Exhibit A. Any such change, addition, deletion, extension or modification of Services may require that the compensation paid to the Contractor by the City be proportionately adjusted, either increased or decreased, to reflect such modification. If the City and the Contractor mutually agree to any changes or modification of this Contract, the modification shall be incorporated into this Contract by written Amendment.
- 17.02 Compensation shall not be modified unless there is a corresponding modification in the Services sufficient to justify such an adjustment. If there is any dispute as to compensation, the Contractor shall continue to perform the Services under this Contract until the dispute is resolved.
- 17.03 No Amendment to this Contract shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both parties, is approved by the appropriate City departments and the City Council, and is signed by the Purchasing Director.
- 17.04 The City shall not be bound by Unauthorized Acts of its employees, agents, or representatives with regard to any dealings with the Contractor and any of its Associates.

Article 18.
Fair Employment Practices

- 18.01 The Contractor shall comply with, and shall require any Subcontractor to comply with, all federal, state and local laws governing fair employment practices and equal employment opportunities.
- 18.02 The Contractor agrees that it shall, at the point in time it solicits any subcontract, notify the potential Subcontractor of their joint obligations relative to non-discrimination under this Contract, and shall include the provisions of this Article 18 in any subcontract, as well as provide the City a copy of any subcontract upon request.

18.03 Breach of the terms and conditions of this Article 18 shall constitute a material breach of this Contract and may be governed by the provisions of Article 11, "Default and Termination."

Article 19.

Notices

19.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract shall be given in writing, mailed by postage prepaid, certified or registered first-class mail, return receipt requested, and addressed as follows:

If to the Finance Department –Purchasing Division on behalf of the City:

City of Detroit
Finance Department Purchasing - Division
2 Woodward Avenue, Suite# 1008
Detroit, MI 48226
Attention: Mr. Donald Bryant

If to the Contractor:

Health Decisions, Inc.
409 Plymouth Road, Suite 220
Plymouth, MI 48170
Attention: Mr. Si Nahra

19.02 All Notices shall be deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of Notices at any time by giving notice of the address change to the other party. Any Notice given by a party to this Contract must be signed by an authorized representative of such party.

19.03 The Contractor agrees that service of process at the address and in the manner specified in this Article 19 shall be sufficient to put the Contractor on notice of such action and waives any and all claims relative to such notice.

Article 20.
Proprietary Rights and Indemnity

- 20.01 The Contractor shall not relinquish any proprietary rights in its intellectual property (copyright, patent, and trademark), trade secrets or confidential information as a result of the Services provided under this Contract. Any Work Product provided to the City under this Contract shall not include the Contractor's proprietary rights, except to the extent licensed to the City.
- 20.02 The City shall not relinquish any of its proprietary rights, including, but not limited to, its data, privileged or confidential information, or methods and procedures, as a result of the Services provided under this Contract.
- 20.03 The parties acknowledge that should the performance of this Contract result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), and to the extent said Discoveries do not include modifications, enhancements, configurations, translations, derivative works, and interfaces from the Contractor's intellectual property, trade secrets or confidential information, said Discoveries shall be deemed "Work(s) for Hire" and shall be promptly reported to the City and shall belong solely and exclusively to the City without regard to their origin, and the Contractor shall not, other than in the performance of this Contract, make use of or disclose said Discoveries to anyone. At the City's request, the Contractor shall execute all documents and papers and shall furnish all reasonable assistance requested in order to establish in the City all right, title and interest in said Discoveries or to enable the City to apply for United States patents or copyrights for said Discoveries, if the City elects to do so.
- 20.04 Any Work Product provided by the Contractor to the City under this Contract shall not be disclosed, published, copyrighted or patented, in whole or in part, by the Contractor. The right to the copyright or patent in such Work Product shall rest exclusively in the City. Further, the City shall have unrestricted and exclusive authority to publish, disclose, distribute and otherwise use, in whole or in part, any of the Work Product. If Work Product is prepared for publication, it shall carry the following notation on the front cover or title page: "This document was prepared for, and is the exclusive property of, the City of Detroit, Michigan, a municipal corporation."

- 20.05 The Contractor warrants that the performance of this Contract shall not infringe upon or violate any patent, copyright, trademark, trade secret or proprietary right of any third party. In the event of any legal action related to the above obligations of the Contractor filed by a third party against the City, the Contractor shall, at its sole expense, indemnify, defend and hold the City harmless against any loss, cost, expense or liability arising out of such claim, whether or not such claim is successful.
- 20.06 The making of payments, including partial payments by the City to the Contractor, shall vest in the City title to, and the right to take possession of, all Work Product produced by the Contractor up to the time of such payments, and the City shall have the right to use said Work Product for public purposes without further compensation to the Contractor or to any other person.
- 20.07 Upon the completion or other termination of this Contract, all finished or unfinished Work Product prepared by the Contractor shall, at the option of the City, become the City's sole and exclusive property whether or not in the Contractor's possession. Such Work Product shall be free from any claim or retention of rights on the part of the Contractor and shall promptly be delivered to the City upon the City's request. The City shall return all of the Contractor's property to it. The Contractor acknowledges that any intentional failure or unreasonable delay on its part to deliver the Work Product to the City will cause irreparable harm to the City not adequately compensable in damages and for which the City has no adequate remedy at law. The Contractor accordingly agrees that the City may in such event seek and obtain injunctive relief in a court of competent jurisdiction to compel delivery of the Work Product, to which injunctive relief the Contractor consents, as well as seek and obtain all applicable damages and costs. The City shall have full and unrestricted use of the Work Product for the purpose of completing the Services.

Article 21.

Force Majeure

- 21.01 No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of

any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's reasonable determination shall be controlling.

Article 22.

Waiver

- 22.01 The City shall not be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed by the City.
- 22.02 No delay or omission on the part of the City in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one (1) occasion shall not be construed as a waiver of any right on any future occasion.
- 22.03 No failure by the City to insist upon the strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon its breach shall constitute a waiver of such covenant, agreement, term, condition, or breach.

Article 23.

Miscellaneous

- 23.01 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
- 23.02 This Contract contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Contract. Neither the City nor the City's agents have made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by the Contractor by implication or otherwise unless expressly set forth in this Contract. The Contractor waives any defense it may have to the validity of the execution of this Contract.
- 23.03 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.

- 23.04 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.
- 23.05 This Contract and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. The Contractor also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.
- 23.06 If any Associate of the Contractor shall take any action that, if done by a party, would constitute a breach of this Contract, the same shall be deemed a breach by the Contractor.
- 23.07 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity.
- 23.08 For purpose of the hold harmless and indemnity provisions contained in this Contract, the term "City" shall be deemed to include the City of Detroit and all other associated, affiliated, allied or subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.
- 23.09 The Contractor covenants that it is not, and shall not become, in arrears to the City upon any contract, debt, or other obligation to the City including, without limitation, real property, personal property and income taxes, and water, sewage or other utility bills.
- 23.10 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the City shall provide a copy to the Contractor.
- 23.11 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.

23.12 The rights and benefits under this Contract shall inure to the City of Detroit and its agents, successors, and assigns.

23.13 The City shall have the right to recover by setoff from any payment owed to the Contractor all delinquent withholding, income, corporate and property taxes owed to the City by the Contractor, any amounts owed to the City by the Contractor under this Contract or other contracts, and any other debt owed to the City by the Contractor.

(Signatures appear on next page)

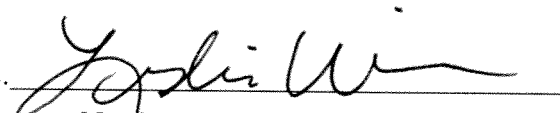
The City and the Contractor, by and through their duly authorized officers and representatives, have executed this Contract as follows:

Witnesses:

Contractor:

1. 
Name

By: 
Name


2. 
Name

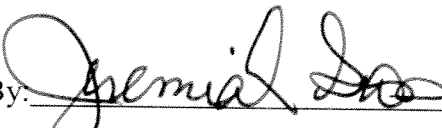
Its: President
Title

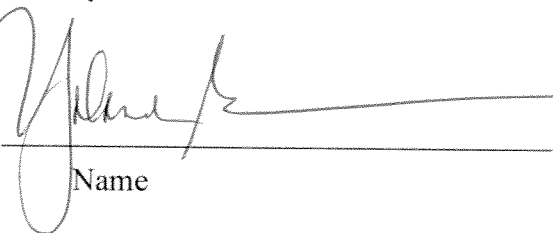
Witnesses:

City of Detroit

Human Resources Department:

1. 
Name

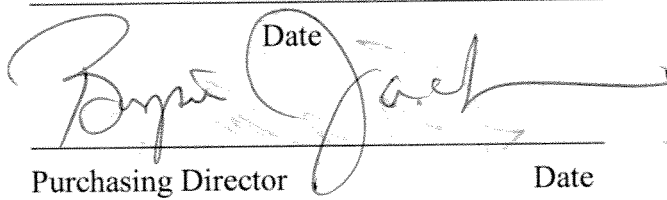
By: 
Name

2. 
Name

Its: Benefits Supervisor
Title

THIS CONTRACT WAS APPROVED
BY THE CITY COUNCIL ON:

NOV 25 2014

 Date

Purchasing Director

Date

APPROVED BY LAW DEPARTMENT
PURSUANT TO § 6-406 OF THE
CHARTER OF THE CITY OF DETROIT

 11-7-14

Corporation Counsel

Date

**THIS CONTRACT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY
RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE PURCHASING
DIRECTOR.**

EXHIBIT A

SCOPE OF SERVICES

I. Notice to Proceed

The term of this Contract shall begin on October 1, 2014 and shall terminate on October 1, 2015. The term of the contract will be for (1) year with one a (1) one-year renewal option. Any renewal option exercised under this contract is effective only after the approval of the City. The Contractor shall commence performance of this Contract upon receipt of a written “Notice to Proceed” from the City and in the manner specified in the Notice to Proceed.

II. Services to be Performed

- A. At project onset, the Vendor and the City of Detroit shall convene in person for the purpose of planning and customization which will include discussions of the following:
 - 1. Audit scope and process **including detailed work plan and milestones**
 - 2. Information needed for the review (plan documents and benefit exclusions)
 - 3. Special analysis of interest to the City of Detroit
 - 4. Collection process and assistance
- B. The Vendor will perform a comprehensive and objective review of the claims processed by the City’s TPA and PBM to determine if claims were adjudicated according to contractual standards, appropriate Plan benefits, and industry standards.
- C. The Vendor shall designate an audit team consisting of individuals with ample experience in conducting audits of TPAs and PBMs.
- D. The Vendor shall pull a statistically valid random sample of claims. The review must include gaining an understanding of how claims are processed and adjustments applied by a detailed comprehensive testing of the initial sample. Testing should include, at minimum, the following components:
 - 1. Claims adjudication (accuracy and appropriateness of claims payment).
 - 2. Analysis of payment and denial errors by type of error in order to indicate the error types occurring most frequently and the dollar amounts associated with each error type. A comparison of error rates to industry norms for similar plans shall also be made.
 - 3. Comparison of amount paid to amount invoiced on claims.
 - 4. Accuracy of CPT, HCPCS, ADA and ICD-9 and ICD-10 codes.

5. Eligible charges, allowable charge reasonableness, and discounts properly applied.
 6. Accuracy of in and out of network claims payments.
 7. Refunds properly applied and credited to the City of Detroit.
 8. Review of claims system reports to confirm timely payment of clean claims within 14 days of receipt (claims not requiring COB, medical, investigation, or intervention review).
 9. Determining primary payer and coordination of benefits, including subrogation and worker's compensation.
 10. Accuracy of deductible amounts and urgent care visit payments.
- E. The Vendor, using professional judgment, will rank the risk of likelihood and impact (dollars at risk) as it relates to the population and extend testing in areas they deem material.
- F. The Vendor will include as part of its reporting, based on its sample results, whether the TPA has met the following criteria:
1. **Administrative accuracy**, calculated by counting of claims in the sample that have one or more coding errors (errors that do not affect claims payment) divided by the total number of claims in the sample.
 2. **Claim financial accuracy**, calculated by dividing the dollar value of the payment errors by the total dollars paid of the sample.
 3. **Payment errors for financial accuracy**, defined as claims payments that are either overpayments or underpayments of the amounts due to Plan enrollees (i.e., payment in the wrong amount, duplicate payments, payment for non-eligible benefits, misapplied deductible or maximums resulting in payment errors).
 4. **Claims processing time**, calculated by measuring the interval of business days between when a clean claim is received by the TPA and the date the claim is processed by the TPA.
- G. At the City's request, the Vendor will conduct an on-site detailed operational review of the third party administrators, Blue Cross Blue Shield of Michigan to determine, *with emphasis on refunds, adjustments, and settlements processes*, whether the following meets or exceeds industry standards:

1. Claims payment system, including the automated process for tracking and resolving incomplete or pending claims and management reporting such as error reporting statistics.
2. Override procedures and controls relating to approval of claims and exception processing.
3. Automated system for detecting unbundling of charges.
4. Refunds, adjustments, and settlements processes.
5. Claims procedures and office work flow.
6. Ability to identify duplicate claims.
7. Procedure utilized for subrogation identification, investigation, and recovery.
8. Medical necessity of specific professional services.
9. Forms and communication process.
10. Internal audit system.

H. The Vendor shall provide, using pre-defined algorithms, a electronic review of 100% of claims, enrollment and relevant administrative data for the anomalies including but not limited to the following:

1. Duplicate payments.
2. Uncoordinated claims, such as Medicare, subrogation, other group insurance.
3. Unassigned benefits over \$500.
4. Claims where the amount paid is greater than total charges.
5. Analyze use of override codes.
6. Preferred provider claims without discounts.
7. Out-of-network paid at in-network benefits.

I. The Vendor shall, in the course of the electronic review of 100% percent of claims, run audit tests on the following types of administrative overpayments:

- a. Recovery from Third Parties
 - i. Coordination of Benefits with other plans
 - ii. Medicare primary payment
 - iii. End Stage Renal Disease
 - iv. COBRA enrollees beyond date election or eligibility period
- b. Claims Overpayments
 - i. Provider Billing Compliance with Medicare Correct Coding Initiative
 - ii. Claims above stop-loss levels

- iii. Claims paid for non-covered benefits
 - iv. Missed discounts
- c. Eligibility Verification and Validation
- i. Payer Eligibility File Tests
 - Claimants not on payer eligibility file
 - Claims incurred outside period of payer eligibility
 - ii. Employer Payroll File Tests
 - Claims paid for members not on employer's payroll file
 - Claims incurred outside period of employer's eligibility
- d. Cases Needing Additional Information
- i. Trauma and/or potential accidents
 - ii. Potential divorce
 - iii. Other insurance unknown
 - iv. High dollar cases
- J. Based upon authorization from the City, identified recoveries will be sent to the TPA at an interval agreed upon by the City. The Vendor will account for all recoveries collected, under pursuit, or closed as well as the reason for closure. Such accounting will be reported to the City as requested.
- K. Prior to the conclusion of fieldwork, the auditor will discuss potential errors with a designated TPA Subject Matter Expert to reach a preliminary agreement regarding the validity of errors identified. The auditor will summarize their basic findings and schedule an exit interview with the TPA.
- L. An exit conference and a final written report detailing findings and recommendations shall be part of the audit and presented to the City.
- M. The Vendor must confirm that all data elements are sufficient to run the file. Should data replacement files be required the City of Detroit will not pay any additional fees.
- N. The cost sharing analysis will not be limited to two plan designs. The City of Detroit has more than 10 plan designs.

EXHIBIT B

FEE SCHEDULE

I. General

(a) The Contractor shall be paid for those Services performed pursuant to this Contract a maximum amount of \$131,800 Thousand and 00/100 Dollars, for the term of this Contract as set forth in Exhibit A, Scope of Services.

(b) Payment for the proper performance of the Services shall be contingent upon receipt by the City of invoices for payment. Each invoice shall certify the total cost, itemizing costs when applicable. Each invoice must be received by the City not more than thirty (30) days after the close of the calendar month in which the services were rendered and must be signed by an authorized officer or designee of the Contractor.

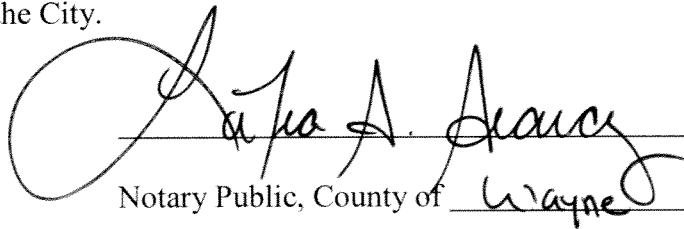
II. Project Fees

Vendor Cost	\$115,000
Pharmacy Cost	\$12,000
Onsite Cost	\$4,800
Travel Cost	\$0
Total Cost	\$131,800

CITY ACKNOWLEDGMENT

STATE OF Michigan)
)SS.
COUNTY OF Wayne)

The foregoing contract was acknowledged before me the 24 day of October,
2014, by Jeremiah Gross,
(name of person who signed the contract)
the Benefits Supervisor,
(title of person who signed the contract as it appears on the contract)
of Human Resources, Labor Relations, Benefits Admin.,
(complete name of the City department)
on behalf of the City.


Notary Public, County of Wayne

State of Michigan

My commission expires: November 24, 2015

LATIA S. SEARCY
NOTARY PUBLIC STATE OF MICHIGAN
WAYNE COUNTY
ACTING IN: Wayne
MY COMMISSION EXPIRES NOV. 24, 2015

CORPORATE ACKNOWLEDGMENT

STATE OF Michigan)
COUNTY OF Oakland)SS.

The foregoing contract was acknowledged before me the 22 day of September,
20 14, by Si Nagra,
(name of person who signed the contract)
the President of Contractor,
(title of person who signed the contract as it appears on the contract)
of Health Decisions Inc.,
(complete name of the corporation)

on behalf of the Corporation.

Jeffrey Joseph Kuehls
Notary Public, County of Oakland

JEFFREY JOSEPH KUEHLS
NOTARY PUBLIC - MICHIGAN
OAKLAND COUNTY
ACTING IN THE COUNTY OF Wayne
MY COMMISSION EXPIRES AUG 8, 2016

State of Michigan
My commission expires: 08/08/2016

CORPORATION CERTIFICATE OF AUTHORITY

I, _____, Corporate Secretary of
(name of corporate secretary)
_____, a _____
(complete name of corporation) (state of incorporation)

_____ corporation (the "Corporation"), **DO HEREBY CERTIFY** that the
(non-profit or for profit)
following is a true and correct excerpt from the minutes of the meeting of the Board of Directors
duly called and held on _____, and that the same is now in full force and effect:
(date of meeting)

"RESOLVED, that the Chairman, the President, each Vice President, the Treasurer, and the Secretary and each of them, is authorized to execute and deliver, in the name of and on behalf of the Corporation and under its corporate seal or otherwise, any agreement or other instrument or document ('Contract') in connection with any matter or transaction that shall have been duly approved; and the execution and delivery of any Contract by any of the aforementioned officers shall be conclusive evidence of such approval."

FURTHER, I CERTIFY that _____ is Chairman,
_____ is President,
_____ is (are) Vice President(s),
_____ is Treasurer,
_____ is Secretary,
_____ is Executive Director, and
_____ is _____.

FURTHER, I CERTIFY that any of the aforementioned officers or employees of the Corporation are authorized to execute and commit the Corporation to the conditions, obligations, stipulations and undertakings contained in the foregoing Contract between the City and the above-referenced Corporation and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this _____ day of _____, 20 _____.
CORPORATE SEAL
(if any)

Corporation Secretary

PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR CORPORATION MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE CORPORATION.

CORPORATION CERTIFICATE OF AUTHORITY

I, Judy L. Mardigian, Corporate Secretary of
(name of corporate secretary)
Health Decisions, Inc., a MICHIGAN
(complete name of corporation) (state of incorporation)

for profit corporation (the "Corporation"), **DO HEREBY CERTIFY** that the
(non-profit or for profit)

following is a true and correct excerpt from the minutes of the meeting of the Board of Directors
duly called and held on JAN. 3, 2014, and that the same is now in full force and effect:
(date of meeting)

"**RESOLVED**, that the Chairman, the President, each Vice President, the Treasurer, and the Secretary and each of them, is authorized to execute and deliver, in the name of and on behalf of the Corporation and under its corporate seal or otherwise, any agreement or other instrument or document ('Contract') in connection with any matter or transaction that shall have been duly approved; and the execution and delivery of any Contract by any of the aforementioned officers shall be conclusive evidence of such approval."

FURTHER, I CERTIFY that _____	is Chairman,
<u>Si Nahra</u>	is President,
_____	is (are) Vice President(s),
<u>JUDY L. MARDIGIAN</u>	is Treasurer,
<u>JUDY L. MARDIGIAN</u>	is Secretary,
<u>JUDY L. MARDIGIAN</u>	is Executive Director, and
_____	is _____

FURTHER, I CERTIFY that any of the aforementioned officers or employees of the Corporation are authorized to execute and commit the Corporation to the conditions, obligations, stipulations and undertakings contained in the foregoing Contract between the City and the above-referenced Corporation and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this 29 day of September 2014.
CORPORATE SEAL
(if any)



Corporation Secretary

PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR CORPORATION MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE CORPORATION.